

## SEABOARD SYSTEM RAILROAD

500 Water Street · Jacksonville, Florida 32202 · (904) 359-3100

Law Department Writer's direct telephone line:

359-3674

June 14, 1985

5-168A022

No. JUN 17,1985

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ICC Washington, D. C.

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Mr. James H. Bayne Marroware 2000

Secretary
Interstate Commerce Commission
12th and Constitution, N. W.
Washington, D. C. 20423

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Dear Mr. Bayne:

INTERSTATE COMMERCE COMMISSION

I have enclosed three counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

This document is a Bill of Sale and Release, a secondary document, dated May 1, 1985.

The primary document to which this document is connected is recorded under Recordation No. 8422.

The names and addresses of the parties to the document are as follows:

Exchange National Bank of Chicago LaSalle and Monroe Streets Chicago, Illinois 60603

Seaboard System Railroad, Inc. 500 Water Street Jacksonville, Florida 32202

A fee of \$10.00 is enclosed.

Please return the counterparts not needed by the Commission for recordation to:

Mr. Edward C. Tannen Assistant General Solicitor Seaboard System Railroad, Inc. 500 Water Street Jacksonville, Florida 32202 Mr. James H. Bayne June 14, 1985 Page 2

A short summary of the document to appear in the index follows:

"Sale of all leased equipment to Railroad."

Very truly yours,

Edward C. Tannen Assistant General Solicitor 2552V

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RELEASE

INTERSTATE COMMERCE COMMISSION

American National Bank and Trust Company, as Vendor (the "Vendor") under the Reconstruction and Conditional Sale Agreement along with the exhibits thereto (the "CSA") dated as of June 1, 1976, among the Vendor, Seaboard Coast Line Railroad Company (the "Builder") and Exchange National Bank of Chicago (the "Trustee") and recorded with the Interstate Commerce Commission as document numbers 8422, 8422-A, 8422-B, and 8422-C, respectively, in consideration for payment by the Trustee to the Agent of a sufficient amount of cash to meet, discharge and cancel all the obligations of the Trustee under the CSA, hereby releases, conveys and quit claims to the Trustee all right, title and interest, claim or demand whatsoever which the Vendor may have acquired in, to or under the equipment subject to said CSA and all supplements and amendments thereto, any leases thereof, and any other right or interest therein, warranting the same to be free from any encumbrance having arisen by or through the acts of the Vendor (but with no other warranty).

IN WITNESS WHEREOF, the Vendor has executed this Release as of this And day of \_\_\_\_\_\_\_, 1985.

AMERICAN NATIONAL BANK AND TRUST COMPANY, as Vendor

By McBlenlon Vice President

ATTEST:

Assistant Secretary

STATE OF ILLINOIS SS COUNTY OF C O O K On this <u>Ind</u> day of <u>Mul</u>ly appeared <u>R. B. Bremen</u> personally appeared to me personally known, who being by me duly sworn, that he is a Vice President of American National Bank and Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation. Notarial Seal)

, 1985, before me

My Commission expires:

ammission Expires May 21; 1988

Notary Public